

7222-B
RECORDATION NO. _____ Filed & Recorded

OCT 3 1974 - 2 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT

Dated as of September 10, 1974

among

SOCIETY NATIONAL BANK OF CLEVELAND,

BURLINGTON NORTHERN INC.

and

FIRST SECURITY BANK OF UTAH, N.A.,

as Agent

AMENDMENT AGREEMENT, dated as of September 10, 1974, among SOCIETY NATIONAL BANK OF CLEVELAND ("Society"), BURLINGTON NORTHERN INC. ("Burlington") and FIRST SECURITY BANK OF UTAH, N.A., as Agent ("First Security").

WHEREAS Society and Burlington have entered into a Conditional Sale Agreement dated as of September 1, 1973, with General Motors Corporation (Electro-Motive Division) (the "Builder"), which Conditional Sale Agreement has been filed and recorded with the Interstate Commerce Commission (the "Commission") pursuant to Section 20c of the Interstate Commerce Act (the "Act") on November 7, 1973, Recordation No. 7221, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada (the "Railway Act") on November 13, 1973; and

WHEREAS the Builder has assigned certain rights, titles and interests in and to such Conditional Sale Agreement, and all its right, security title and interest in and to each unit of the railroad equipment covered thereby, pursuant to an Agreement and Assignment dated as of September 1, 1973, to First Security, which Agreement and Assignment has been filed and recorded with the Commission pursuant to

Section 20c of the Act on November 7, 1973, Recordation No. 7221, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on November 13, 1973; and

WHEREAS Society and Burlington have entered into a Lease of Railroad Equipment dated as of September 1, 1973, which Lease of Railroad Equipment has been filed and recorded with the Commission pursuant to Section 20c of the Act on November 7, 1973, Recordation No. 7222, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on November 13, 1973; and

WHEREAS Society has assigned for security purposes its rights in, to and under the aforesaid Lease of Railroad Equipment to First Security pursuant to an Assignment of Lease and Agreement dated as of September 1, 1973, which Assignment of Lease and Agreement has been filed and recorded with the Commission pursuant to Section 20c of the Act on November 7, 1973, Recordation No. 7222, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on November 13, 1973; and

WHEREAS Society, Burlington and First Security have entered into an Amendment Agreement dated as of June 1, 1974, which Amendment Agreement amends the aforesaid Conditional Sale Agreement, Agreement and Assignment, Lease of

Railroad Equipment and Assignment of Lease and Agreement (the aforesaid agreements, as so amended, being hereinafter called the "Conditional Sale Agreement", the "Assignment", the "Lease" and the "Lease Assignment", respectively), and which Amendment Agreement has been filed and recorded with the Commission pursuant to Section 20c of the Act on June 25, 1974, Recordation No. 7222-A, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on June 26, 1974; and

WHEREAS pursuant to Article 21 of the Conditional Sale Agreement "[n]o variation or modification of this Agreement . . . shall be valid unless in writing and signed by duly authorized representatives of the Vendor, the Vendee and the Guarantor"; and

WHEREAS First Security, Society and Burlington are the Vendor, the Vendee and the Guarantor, respectively, as such terms are defined in the Conditional Sale Agreement; and

WHEREAS pursuant to Section 21 of the Lease "[n]o variation or modification of this Lease . . . shall be valid unless in writing and signed by duly authorized officers of the Lessor and the Lessee"; and

WHEREAS Society and Burlington are the Lessor and the Lessee, respectively, as such terms are defined in the Lease; and

WHEREAS pursuant to Article 23 of the Conditional Sale Agreement "[n]o waiver or amendment of the Lessee's undertakings under the Lease shall be effective unless joined in by the Vendor"; and

WHEREAS the parties hereto desire to amend certain provisions of the Conditional Sale Agreement and the Lease relating to Burlington's undertaking to purchase the Units (as defined in the Lease) on November 1, 1974, in the event that Society shall not have been issued the tax rulings referred to in Section 19(a)(y) of the Lease on or before October 1, 1974, and to amend the Assignment and the Lease Assignment to permit the aforesaid amendments of the Conditional Sale Agreement and the Lease, respectively;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

A. The Conditional Sale Agreement is hereby amended by deleting from the tenth paragraph of Article 4 thereof the words "November 1, 1974" and by inserting, in lieu thereof, the words "January 31, 1975".

B. The Lease is hereby amended as follows:

1. Section 19(a)(y) is hereby amended by deleting the words "October 1" and by inserting, in lieu thereof, the words "December 31".

2. Section 19 is hereby further amended by deleting from the text of the first paragraph thereof immediately following subparagraph (b) thereof the words "November 1, 1974" and by inserting, in lieu thereof, the words "January 31, 1975".

C. The Assignment is hereby amended to permit the aforesaid amendment of the Conditional Sale Agreement as though originally set forth therein.

D. The Lease Assignment is hereby amended to permit the aforesaid amendments of the Lease as though originally set forth therein.

E. Except as amended hereby, the Conditional Sale Agreement, the Assignment, the Lease and the Lease Assignment shall remain unaltered and in full force and effect.

F. This Amendment Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day

and year first above written.

SOCIETY NATIONAL BANK OF
CLEVELAND,

by

Vice President

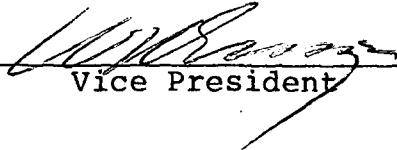
[Corporate Seal]

Attest:

Secretary

BURLINGTON NORTHERN INC.,

by



Vice President

[Corporate Seal]

Attest:



Assistant Secretary

FIRST SECURITY BANK OF UTAH, N.A.,
as Agent,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer



214

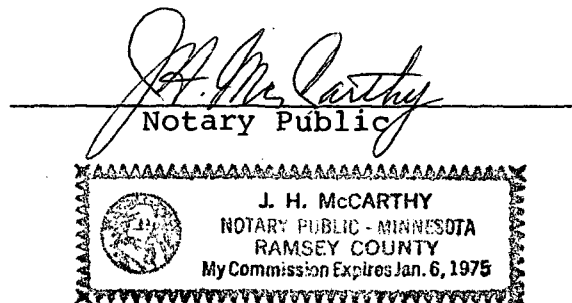
Mathematics Problem

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STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

On this 26th day of September 1974, before me personally appeared W. N. ERNZEN, to me personally known, who, being by me duly sworn, says that he is a Vice President of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]



STATE OF UTAH,)
COUNTY OF SALT LAKE,) SS.:
)

On this day of 1974, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national association, that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

Notary Public

[NOTARIAL SEAL]

My Commission expires:

7222-B
RECORDATION NO. Filed & Received
OCT 3 1974 - 2 22 PM
STATE COMMERCE COMMISSION

AMENDMENT AGREEMENT

Dated as of September 10, 1974

among

SOCIETY NATIONAL BANK OF CLEVELAND,

BURLINGTON NORTHERN INC.

and

FIRST SECURITY BANK OF UTAH, N.A.,

as Agent

AMENDMENT AGREEMENT, dated as of September 10, 1974, among SOCIETY NATIONAL BANK OF CLEVELAND ("Society"), BURLINGTON NORTHERN INC. ("Burlington") and FIRST SECURITY BANK OF UTAH, N.A., as Agent ("First Security").

WHEREAS Society and Burlington have entered into a Conditional Sale Agreement dated as of September 1, 1973, with General Motors Corporation (Electro-Motive Division) (the "Builder"), which Conditional Sale Agreement has been filed and recorded with the Interstate Commerce Commission (the "Commission") pursuant to Section 20c of the Interstate Commerce Act (the "Act") on November 7, 1973, Recordation No. 7221, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada (the "Railway Act") on November 13, 1973; and

WHEREAS the Builder has assigned certain rights, titles and interests in and to such Conditional Sale Agreement, and all its right, security title and interest in and to each unit of the railroad equipment covered thereby, pursuant to an Agreement and Assignment dated as of September 1, 1973, to First Security, which Agreement and Assignment has been filed and recorded with the Commission pursuant to

Section 20c of the Act on November 7, 1973, Recordation No. 7221, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on November 13, 1973; and

WHEREAS Society and Burlington have entered into a Lease of Railroad Equipment dated as of September 1, 1973, which Lease of Railroad Equipment has been filed and recorded with the Commission pursuant to Section 20c of the Act on November 7, 1973, Recordation No. 7222, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on November 13, 1973; and

WHEREAS Society has assigned for security purposes its rights in, to and under the aforesaid Lease of Railroad Equipment to First Security pursuant to an Assignment of Lease and Agreement dated as of September 1, 1973, which Assignment of Lease and Agreement has been filed and recorded with the Commission pursuant to Section 20c of the Act on November 7, 1973, Recordation No. 7222, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on November 13, 1973; and

WHEREAS Society, Burlington and First Security have entered into an Amendment Agreement dated as of June 1, 1974, which Amendment Agreement amends the aforesaid Conditional Sale Agreement, Agreement and Assignment, Lease of

Railroad Equipment and Assignment of Lease and Agreement (the aforesaid agreements, as so amended, being hereinafter called the "Conditional Sale Agreement", the "Assignment", the "Lease" and the "Lease Assignment", respectively), and which Amendment Agreement has been filed and recorded with the Commission pursuant to Section 20c of the Act on June 25, 1974, Recordation No. 7222-A, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on June 26, 1974; and

WHEREAS pursuant to Article 21 of the Conditional Sale Agreement "[n]o variation or modification of this Agreement . . . shall be valid unless in writing and signed by duly authorized representatives of the Vendor, the Vendee and the Guarantor"; and

WHEREAS First Security, Society and Burlington are the Vendor, the Vendee and the Guarantor, respectively, as such terms are defined in the Conditional Sale Agreement; and

WHEREAS pursuant to Section 21 of the Lease "[n]o variation or modification of this Lease . . . shall be valid unless in writing and signed by duly authorized officers of the Lessor and the Lessee"; and

WHEREAS Society and Burlington are the Lessor and the Lessee, respectively, as such terms are defined in the Lease; and

WHEREAS pursuant to Article 23 of the Conditional Sale Agreement "[n]o waiver or amendment of the Lessee's undertakings under the Lease shall be effective unless joined in by the Vendor"; and

WHEREAS the parties hereto desire to amend certain provisions of the Conditional Sale Agreement and the Lease relating to Burlington's undertaking to purchase the Units (as defined in the Lease) on November 1, 1974, in the event that Society shall not have been issued the tax rulings referred to in Section 19(a)(y) of the Lease on or before October 1, 1974, and to amend the Assignment and the Lease Assignment to permit the aforesaid amendments of the Conditional Sale Agreement and the Lease, respectively;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

A. The Conditional Sale Agreement is hereby amended by deleting from the tenth paragraph of Article 4 thereof the words "November 1, 1974" and by inserting, in lieu thereof, the words "January 31, 1975".

B. The Lease is hereby amended as follows:

1. Section 19(a)(y) is hereby amended by deleting the words "October 1" and by inserting, in lieu thereof, the words "December 31".

2. Section 19 is hereby further amended by deleting from the text of the first paragraph thereof immediately following subparagraph (b) thereof the words "November 1, 1974" and by inserting, in lieu thereof, the words "January 31, 1975".

C. The Assignment is hereby amended to permit the aforesaid amendment of the Conditional Sale Agreement as though originally set forth therein.

D. The Lease Assignment is hereby amended to permit the aforesaid amendments of the Lease as though originally set forth therein.

E. Except as amended hereby, the Conditional Sale Agreement, the Assignment, the Lease and the Lease Assignment shall remain unaltered and in full force and effect.

F. This Amendment Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day

and year first above written.

SOCIETY NATIONAL BANK OF
CLEVELAND,

by

Vice President

[Corporate Seal]

Attest:

Secretary

BURLINGTON NORTHERN INC.,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

FIRST SECURITY BANK OF UTAH, N.A.,
as Agent,

by

W. Starr Segmiller
Authorized Officer

[Corporate Seal]

Attest:

Paul H. [Signature]
Authorized Officer



Notary Public

[illegible]

STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

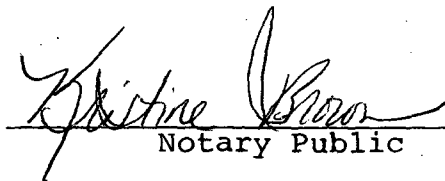
On this day of 1974, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this 25th day of September 1974, before me personally appeared *W. Stark Seegmiller*, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national association, that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.



Notary Public

[NOTARIAL SEAL]

My Commission expires: 12/12/77

7222-B

RECORDATION NO. _____ Filed & Recorded

OCT 3 1974 - 2:50 PM

INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT

Dated as of September 10, 1974

among

SOCIETY NATIONAL BANK OF CLEVELAND,

BURLINGTON NORTHERN INC.

and

FIRST SECURITY BANK OF UTAH, N.A.,

as Agent

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WHEREAS pursuant to Article 21 of the Conditional Sale Agreement "[n]o variation or modification of this Agreement . . . shall be valid unless in writing and signed by duly authorized representatives of the Vendor, the Vendee and the Guarantor"; and

WHEREAS First Security, Society and Burlington are the Vendor, the Vendee and the Guarantor, respectively, as such terms are defined in the Conditional Sale Agreement; and

WHEREAS pursuant to Section 21 of the Lease "[n]o variation or modification of this Lease . . . shall be valid unless in writing and signed by duly authorized officers of the Lessor and the Lessee"; and

WHEREAS Society and Burlington are the Lessor and the Lessee, respectively, as such terms are defined in the Lease; and

WHEREAS pursuant to Article 23 of the Conditional Sale Agreement "[n]o waiver or amendment of the Lessee's undertakings under the Lease shall be effective unless joined in by the Vendor"; and

WHEREAS the parties hereto desire to amend certain provisions of the Conditional Sale Agreement and the Lease relating to Burlington's undertaking to purchase the Units (as defined in the Lease) on November 1, 1974, in the event that Society shall not have been issued the tax rulings referred to in Section 19(a)(y) of the Lease on or before October 1, 1974, and to amend the Assignment and the Lease Assignment to permit the aforesaid amendments of the Conditional Sale Agreement and the Lease, respectively;

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IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day

and year first above written.

SOCIETY NATIONAL BANK OF
CLEVELAND,


by

Ernest P. Woodward
Vice President

[Corporate Seal]

Attest:

Attest:


Secretary

BURLINGTON NORTHERN INC.,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

FIRST SECURITY BANK OF UTAH, N.A.,
as Agent,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

STATE OF OHIO,)
) ss.:
COUNTY OF CUYAHOGA,)

On this *30TH* day of *September* 1974, before me personally appeared *FAN C. P. Woodburn*, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOCIETY NATIONAL BANK OF CLEVELAND, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Gerald A. Buck

Notary Public

GERALD A. BUCK, Notary Public
CUYAHOGA COUNTY, OHIO
My commission expires Oct. 18, 1976

STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

On this day of 1974, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this day of 1974, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national association, that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

Notary Public

[NOTARIAL SEAL]

My Commission expires: